



**MISSOURI DEPARTMENT OF TRANSPORTATION  
 BID GUIDELINES AND DOCUMENTATION  
 FOR PURCHASES \$25,000.00 AND OVER**

**REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

<b>TODAY'S DATE:</b> SEPTEMBER 17, 2008	<b>BID DUE BY (DATE AND TIME):</b> SEPTEMBER 23, 2008 @ 1:00 PM CENTRAL TIME	<b>F.O.B. REQUIREMENTS:</b> DESTINATION (SEE DELIVERY LOCATIONS BELOW)
<b>TO BE DELIVERED BY:</b>	<b>Bid # D209-018-R2</b>	<b>BUYER NAME:</b> WILLIAM D. "BILL" NOYES, CPPO, CPPB INTERMEDIATE PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 <b>NO RESPONSES ACCEPTED BY FAX</b>
<b>SPECIFY DELIVERY TIME IN THE SPACES BELOW</b>  District Mailing Address: Missouri Department of Transportation – District 2 General Services (Procurement) Division 902 North Missouri Street P.O. Box 8 Macon, MO. 63552		<b>Delivery Locations:</b> Refer to the enclosed D2 delivery location/address cross-reference listing. The successful vendor will be provided with individual purchase orders detailing the specific amounts to be delivered to each location.

**ALL BIDS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED.**

**NOTE:** TO ACCOMMODATE DISTRICT INVENTORY CONTROL PROCESSES, THE COST OF THE BANDS REQUESTED WITH THE PIPE BELOW MUST BE INCLUDED IN THE UNIT PRICE OF THE PIPE.

Qty	U/ M	DESCRIPTION	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
160	FT	12" x 20' Type S Corrugated Polyethylene Culvert Pipe with 9 bands (widest made – including hardware)			
1460	FT	15" x 20' Type S Corrugated Polyethylene Culvert Pipe with 41 bands (widest made – including hardware)			
30	FT	15" x <u>30'</u> Type S Corrugated Polyethylene Culvert Pipe with 1 band (widest made – including hardware)			
1320	FT	18" x 20' Type S Corrugated Polyethylene Culvert Pipe with 35 bands (widest made – including hardware)			
60	FT	18" x <u>30'</u> Type S Corrugated Polyethylene Culvert Pipe with 1 band (widest made – including hardware)			
820	FT	24" x 20' Type S Corrugated Polyethylene Culvert Pipe with 24 bands (widest made – including hardware)			
60	FT	24" x <u>30'</u> Type S Corrugated Polyethylene Culvert Pipe with 1 band (widest made – including hardware)			
460	FT	30" x 20' Type S Corrugated Polyethylene Culvert Pipe with 16 bands (widest made – including hardware)			
700	FT	36" x 20' Type S Corrugated Polyethylene Culvert Pipe with 26 bands (widest made – including hardware)			
<b>TOTAL ORDER EXTENSION</b>				\$	

**VENDOR NAME:**

(Please enter your company name in this block)

## **SPECIAL TERMS AND CONDITIONS**

### **REQUIRED SPECIFICATIONS**

All materials must comply with MoDOT Specification #MGS-92-13C (dated 09-21-04) and any other provisions outlined in the solicitation documents. **DISTRICT TWO WILL ONLY ACCEPT "TYPE S" CORRUGATED POLYETHYLENE CULVERT PIPE AS DESCRIBED IN SECTION 2.1 (corrugated surface outside and smooth inner liner).** The material to be supplied under the contract will comply with the requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

### **AWARD**

Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

### **DELIVERY – ADDITIONAL REQUIREMENTS**

The Contractor shall furnish the Missouri Department of Transportation with a planned delivery schedule at least 24 hours before starting delivery.

- 1) Notification should be during the normal workday preceding the day on which the Contractor desires to initiate delivery.
- 2) It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered.

### **F.O.B.**

All materials quoted are F.O.B. Destination (as outlined above). Delivery/Freight costs must be included in the unit price quoted and not listed as a separate line item.

### **PRICING GUARANTEE**

Pricing submitted shall be valid for a minimum period of thirty (30) days subsequent to the bid closing date (or longer if specified by the contract terms herein). Submissions offering less than thirty (30) days from the closing date for acceptance by MoDOT will be considered non-responsive. MoDOT reserves the right to increase or decrease quantities as-needed.

### **CERTIFICATE OF GOOD STANDING**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected.

### **RsMO 34.040.6 COMPLIANCE**

The Bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of RsMO 34.040.6. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in his/her bid being rejected.

### **DELIVERY ADDRESS/LOCATION CROSS-REFERENCE LISTING**

The successful vendor will be issued individual purchase orders detailing the specific amounts to be delivered to each location.

<b>Facility</b>	<b>County</b>	<b>Address</b>	<b>Location</b>
Atlanta	Macon	708 N. Atterbury, Atlanta, MO 63530	Old Rt. 63 – 0.8 miles north of Rt. M
Brookfield	Linn	28877 Hwy. 11, Brookfield, MO 64628	Rt. 36 and Rt. 11 Jct.
Chillicothe	Livingston	1301 Mitchell Ave., Chillicothe, MO 64601	Rt. 36 – 1 mile east of Rt. 65
Fayette	Howard	871 State Hwy 240, Fayette, MO 65248	Rt. 240 – 1 mile south of Rt. W
Jct. C & V	Linn	16131 Hwy V, Purdin, MO 64674	Rt. C and Rt. V Jct.
Lancaster	Schuyler	Hwy 63 N, Lancaster, MO 63548	Rt. 63 – 0.2 miles north of Rt. 202
Macon	Macon	26988 US Hwy 63, Macon, MO 63552	Rt. 63 – 0.5 miles south of Rt. DD
Marshall	Saline	Rt. 2 Box 253, Marshall, MO 65340	Rt. 20 – 0.1 miles west of Rt. 65
Moberly	Randolph	1501 East Hwy 24, Moberly, MO 65270	Rt. 24 – 0.9 miles east of Rt. 63
New Cambria	Macon	29992 State Hwy P, New Cambria, MO 63558	Rt. P – 0.4 miles south of Rt. 36
Unionville	Putnam	2653 Main St., Unionville, MO 63565	Rt. 136 – 0.2 miles west of Rt. 5 E.

# PREFERENCE IN PURCHASING PRODUCTS

DATE: \_\_\_\_\_

The bidders attention is directed to Section 34.076 RsMO 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

**All vendors submitting a bid/quotation must furnish ALL information requested below.**

## FOR CORPORATIONS:

State in which incorporated: \_\_\_\_\_

## FOR OTHERS:

State of domicile: \_\_\_\_\_

## FOR ALL VENDORS:

List address of Missouri offices or places of business:

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## THIS SECTION MUST BE COMPLETED AND SIGNED:

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BY (signature required):** \_\_\_\_\_

**Federal Tax I.D. #:** \_\_\_\_\_ **if no Federal Tax I.D. # - list Social Security #:** \_\_\_\_\_

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

## MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

**Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.**

- [ ] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.
- [ ] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:
- \_\_\_\_\_
- \_\_\_\_\_
- [ ] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

- [ ] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): \_\_\_\_\_
- \_\_\_\_\_
- [ ] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): \_\_\_\_\_
- \_\_\_\_\_

### CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

## VENDOR NOTES

<p><b>Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor should specify the “remit to” company/address in the vendor notes section (above).</b></p>
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## VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes):		
	Phone #:		
	Cellular #:		
Email Address:	Fax #:		
Printed Name and Title of Responsible Officer or Employee:	Signature:		
Is your company registered/certified with the State of Missouri as a (please circle):			
MINORITY BUSINESS ENTERPRISE (MBE) ?		YES	NO
WOMEN BUSINESS ENTERPRISE (WBE) ?		YES	NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?		YES	NO
Is your company a MISSOURI SERVICE-DISABLED VETERAN BUSINESS?		YES	NO
A service-disabled veteran is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veteran's affairs. A service-disabled veteran business is defined as a business concern:			
<ul style="list-style-type: none"> <li>not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of publicly owned businesses, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and</li> <li>the management and daily business operations of which are controlled by one or more service-disabled veterans.</li> </ul>			

**All responses to this Request For Bid should be submitted on this form and ALL pages should be returned to the Buyer listed above at the District mailing address shown. Bids should be mailed or hand-delivered. Responses by fax cannot be accepted or considered for award.**

**Note: If any of the “Standard Solicitation Provisions” and “General Terms and Conditions” on the following pages conflict with the requirements outlined in this Request For Bid, the RFB requirements will supersede those below.**

## STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

## GENERAL TERMS AND CONDITIONS

### General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

### Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

### Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
  - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
    - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
    - ii. cancellation, termination or suspension of the contract, in whole or in part.

### Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order.

- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

#### Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by a showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

#### Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state purchasing card.

#### Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy their current Authority Certificate from the Secretary of State of the State of Missouri.
  - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

#### Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RsMO. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RsMO. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
  - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" must be completed and returned with the solicitation documents.
  - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" must be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

### **Remedies and Rights**

- a. No provision in the contract shall be construed, expressly or implied a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **Cancellation of Contract**

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

### **Bankruptcy or Insolvency**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

### **Inventions, Patents, and Copyrights**

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

### **Inspection and Acceptance**

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **Warranty**

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

### **Status of Independent Contractor**

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matter.

### **Indemnification**

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligation under this Agreement.



THANK YOU

DATE: \_\_\_\_\_

FROM: \_\_\_\_\_ (Company Name)  
 \_\_\_\_\_ (Mailing Address)  
 \_\_\_\_\_ (City, State, Zip Code)  
 \_\_\_\_\_ (Office Phone #)  
 \_\_\_\_\_ (Cellular Phone #)  
 \_\_\_\_\_ (Fax #)

( ) Product or service is not available or cannot meet the required specifications

( ) Other obligations – cannot make required deadline

( ) The delivery point or work location is outside of our territory or coverage/service area

( ) Other – Please explain below:

Contact Person: \_\_\_\_\_ Email Address: \_\_\_\_\_

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## CORRUGATED POLYETHYLENE CULVERT PIPE MGS-92-13C

**1.0 DESCRIPTION.** These specifications cover the purchase of corrugated polyethylene culvert pipe for maintenance purposes.

**2.0 MATERIALS.** The pipe shall comply with applicable sections of Specification Sec 1047, except as noted herein.

**2.1** Pipe shall be furnished as one of the following types. Unless otherwise specified in the bid request, only Type S will be permitted.

Type S -	corrugated surface outside and smooth inner liner
Type SP -	perforated Type S pipe

## **3.0 ORDERING INFORMATION.**

**3.1** Diameter, length, and quantity of pipe, are to be shown in the order. If perforations or a specific type are required, the type is also to be shown.

**4.0 ACCEPTANCE.** Material will be accepted in accordance with Specification Sec 1047.



## SECTION 1047

### CORRUGATED POLYETHYLENE CULVERT PIPE

**1047.1 Scope.** This specification covers corrugated polyethylene culvert pipe used for the construction of culverts and other uses specified in the contract documents.

**1047.2 Basis of Acceptance.** Acceptance of polyethylene culvert pipe will be based on the pipe being provided by a qualified manufacturer, certification, manufacturer quality control documentation, identification markings and tests on samples of the material as required by the engineer.

**1047.3 Material.** Corrugated polyethylene culvert pipe, couplings and fittings shall be in accordance with AASHTO M 294, Type S pipe. In case of conflict with AASHTO M 294, these specifications shall govern.

**1047.3.1** The pipe shall not be perforated unless specified otherwise.

**1047.3.2.** Field joints shall provide circumferential and longitudinal strength to maintain the pipe alignment, prevent separation of pipe and prevent infiltration of fill material. Coupling bands, if used, shall be of the same base material as the pipe. Corrugations in the bands shall have the same configuration as the corrugations in the pipe ends being connected. Prior to use, the design of coupling bands and fastening devices shall be submitted to and approved by Construction and Materials. Final acceptance of coupling bands and fastening devices will be based on field performance.

**1047.3.3** The manufacturer shall provide to the engineer an itemized statement of the sizes and lengths of pipe in each shipment.

**1047.3.4** Each individual section of pipe shall be marked in accordance with AASHTO M 294 and shall have the Plastic Pipe Institute (PPI) seal affixed.

**1047.3.5** Pipe may be fabricated using English units of measurement. Pipe fabricated using English measurements shall meet the diameter dimensions shown on the plans. Pipe tolerances will be in accordance with AASHTO M 294.

**1047.4 Sampling, Testing and Acceptance Procedures.** All manufacturers furnishing pipe for MoDOT projects shall be qualified as described herein. All pipe will be subject to inspection by the engineer at the source of manufacture, at an intermediate shipping terminal or at destination. The engineer shall be allowed unlimited access to all facilities and records as required to conduct inspection and sampling in accordance with Sec 106.

**1047.4.1 Application for Placement on Qualified List.** To become qualified, a written request shall be sent by the manufacturer to Construction and Materials, and shall include the following information:

- (a) A copy of the manufacturer's PPI certification.
- (b) The pipe manufacturer's certified analysis certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and class of polyethylene

compounds. The certificate shall be sworn for the manufacturer by a person having legal authority to bind the company. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter pipe to be furnished, conforming to all requirements of these specifications. Pipes shall be randomly selected for test by the independent testing laboratory and shall be representative of that manufacturer's pipe.

(c) A guarantee that all pipe furnished shall be in accordance with the specification requirements, shall bear a suitable identification brand or mark and shall be replaced without cost to the Commission when not in accordance with the specified requirements. The guarantee shall be worded such that the guarantee will remain in effect as long as the manufacturer continues to furnish material. The manufacturer shall conduct tests and measurements as necessary to ensure the material produced complies with all specification requirements. These tests and measurements shall be identified by the identification symbols or code used on the pipe in a manner that will permit the manufacturer to produce specific reports showing test results representative of specific lots of polyethylene pipe. Copies of reports of these tests shall be kept on file and shall be submitted to the engineer upon request. The brand shall be removed or obliterated by the manufacturer on all material where control tests, as outlined herein, are not in accordance with this specification.

(d) Units of measurement, English or metric, used to fabricate the pipe.

**1047.4.2 Maintaining Qualification.** To maintain qualification, the manufacturer shall perform and maintain a quality control program in accordance with the PPI Certification Program. The manufacturer's PPI certification shall be maintained. The manufacturer shall maintain for three years a record of all test results, inspections and the bill of lading for each shipment of material used in the production of pipe and for each shipment of pipe. The manufacturer shall notify Construction and Materials at least 24 hours prior to each shipment of pipe to a MoDOT project. Additional pipe may be considered part of the original shipment when the ordered quantity was underestimated or material was lost or damaged. A bill of lading in accordance with Sec 1047.6 shall be provided for each shipment of pipe.

**1047.4.3 Disqualification of a Manufacturer.** A manufacturer may be disqualified to provide pipe for use on MoDOT projects based on the discretion of Construction and Materials, for reasons including, but not limited to, not maintaining PPI certification, failure of material to consistently meet specifications, falsification of documentation, misbranding of pipe, unsatisfactory performance in the field or for other reasons indicating lack of consistent material quality.

**1047.4.3.1** In the case where a manufacturer loses PPI certification and was not disqualified for any other reason, reinstatement will be considered when the manufacturer is recertified by PPI.

**1047.4.3.2** A manufacturer will not be considered for reinstatement until after one year from the date of removal for falsification of documents.

**1047.4.3.3** Three notices of failure to meet specification requirements within a 12-month period will be cause for disqualification of the manufacturer for one year, effective from the date of the third notice.

**1047.4.3.4** A manufacturer disqualified within one year of the end of a disqualification may be subject to permanent removal, with no application for reinstatement accepted for a period of three years.

**1047.4.4 Reinstatement of a Manufacturer.** Consideration of reinstatement of a manufacturer once disqualified will be no sooner than specified in Sec 1047.4.3, will require a written document from the manufacturer stating the reasons for disqualification and the action taken to correct those deficiencies, written concurrence from Construction and Materials that the problem has been suitably addressed, followed by a new application in accordance with Sec 1047.4.1.

**1047.4.5 Sampling of Material.** Random sampling of the pipe will be conducted by the engineer to verify pipe and material is in accordance with this specification. Samples of polyethylene pipe will be obtained from fabricated culvert sections in accordance with AASHTO M 294 at a frequency determined by the engineer.

**1047.4.6 Inspection.** Inspection will include an examination of the pipe for markings, deficiency in specified diameter, net length of fabricated pipe and evidence of poor workmanship. The inspection may include taking samples.

**1047.4.7 Testing.** Specimen testing size and method of tests shall be in accordance with AASHTO M 294. The contractor or manufacturer shall provide the equipment and personnel to cut a sample from a section of pipe. The sample shall include the markings or a record of the markings for that section of pipe.

**1047.4.8 Rejection.**

**1047.4.8.1** Any individual section of pipe failing to meet the marking, diameter, length or workmanship requirements of these specifications will be rejected. If 10 percent of the pipe in any lot fails to meet these requirements, the entire shipment of that pipe diameter may be rejected.

**1047.4.8.2** If a test specimen taken in accordance with Sec 1047.4.7 fails to be in accordance with AASHTO M 294, the pipe sampled will be rejected, and the lot will be resampled. A resample will be from the same diameter of pipe as the original sample. The resample shall be in accordance to these specifications or the entire shipment will be rejected.

**1047.5 MoDOT Identification Number.** When the manufacturer contacts the engineer in accordance with Sec 1047.4.2, the engineer will assign a specific MoDOT identification number for each size of pipe in the shipment.

**1047.6 Bill of Lading.** A bill of lading or delivery receipt for each shipment of pipe shall be furnished to the engineer at the shipping and destination points. The bill of lading shall contain an itemized statement of the sizes and lengths of pipe, with the corresponding designated MoDOT identification number provided to the manufacturer for each size of pipe for that shipment. The bill of lading shall contain a certified statement. The certified statement shall be signed by an authorized representative of the manufacturer and shall state the following:

“This certifies that the pipe and bands in this shipment are in accordance with MoDOT specifications, were fabricated at an approved plant and were fabricated from the following brand names:”



**CORRUGATED POLYETHYLENE CULVERT PIPE  
FIELD SECTION 1047 TABLE 1  
QUALIFIED FABRICATORS OF CORRUGATED  
POLYETHYLENE CULVERT PIPE  
(1047CPPE..)**

<u>Plant</u>	<u>Fabrication Units</u>
Advanced Drainage Systems, Inc. 4640 Trueman Blvd. Hilliard, OH 43026 (11/04)	Metric
Advanced Drainage Systems, Inc. 100 N.E. 20 <sup>th</sup> Street Eagle Grove, IA 50533 (11/04)	Metric
Advanced Drainage Systems, Inc. 210 Metro Park Blvd. Ennis, TX 75119 (11/04)	Metric
Advanced Drainage Systems, Inc. 205 Apache Drive Jackson, MS 39272 (11/04)	Metric
Advanced Drainage Systems, Inc. Buck Creek Church Road Livermore, KY 42352 (11/04)	Metric
Advanced Drainage Systems, Inc. 1600 Industrial Drive Mendota, IL 61342 (11/04)	Metric
Advanced Drainage Systems, Inc. 820 Lone Star Drive O'Fallon, MO 63366 (11/04)	Metric
Hancor, Inc. 8535 W. 147 <sup>th</sup> Terrace Overland Park, KS 66223 (9/04)	English



**CORRUGATED POLYETHYLENE CULVERT PIPE  
FIELD SECTION 1047 TABLE 1 Cont'd  
QUALIFIED FABRICATORS OF CORRUGATED  
POLYETHYLENE CULVERT PIPE  
(1047CPPE..)**

**Plant**

**Fabrication Units**

Quality Culverts, Inc.  
25726 County Road 56  
PO Box 435  
Astatula, FL 34705

English and Metric

Prinsco Inc.  
108 West Highway 7  
Prinsburg, MN 56281

English

Prinsco Inc.  
111 East Pine Street  
Chatsworth, IL 60921

English

Timewell Drainage Products & Services  
Route 1, Box 5A  
Timewell, IL 62375

English



The preceding page lists those vendors which are “Qualified Fabricators of Corrugated Polyethylene Culvert Pipe” in accordance with Specification # MGS-92-13C and Section 1047 of the 2004 Edition of the Missouri Standard Specifications for Highway Construction.

Products must be qualified for inclusion on this list before an award can be made.

If your company is not listed at this time, but would be interested in supplying these materials to the Missouri Department of Transportation in future bid opportunities, please follow the steps and instructions detailed on the following “New Product Submittals” pages to have your materials evaluated and approved for specification compliance.

Thank you.





## **NEW PRODUCT SUBMITTALS**

With each new product submittal, the following information must be provided:

- New Product Evaluation Request Form
- The applicable MoDOT Specification
- An appropriate sized sample
- The Material Safety Data Sheet
- The required product documentation
- Any applicable test results
- All necessary PAL documentation (if for PAL submittal)
- Any additional product information that will be beneficial for our review



## Missouri Department of Transportation New Product Evaluation Form

The MoDOT new product evaluation form shall be used to submit new products to be considered for addition to a department pre-established product list: Construction and Material's Qualified List (QL), Pre-Acceptance List (PAL), or Crashworthy End Terminal Listing (CETL) or Traffic's Approved Products List (APL) for Traffic Signals and Highway Lighting Equipment. This form shall also be used to submit new products where no department standard or specification currently exists (new products considered experimental or innovative). Submittal instructions are provided at the end of this form. A separate form must be completed for each new product submitted.

### I. PRODUCT IDENTIFICATION

Product Name: \_\_\_\_\_

Product Model number: \_\_\_\_\_

Product Web Site: \_\_\_\_\_

### II. PRODUCT CONTACT INFORMATION

#### Manufacturer

Manufacturer Company Name: \_\_\_\_\_

Manufacturer Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

#### Fabricator, Distributor, or Other (Circle One):

Representative's Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### III. PRODUCT MoDOT COMPLIANCE

Does product comply with current MoDOT specifications? Yes ☐ No ☐

*MoDOT specifications can be found at: [http://www.modot.org/business/standards\\_and\\_specs/highwayspecs.htm](http://www.modot.org/business/standards_and_specs/highwayspecs.htm)*

If Yes, indicate specification number: \_\_\_\_\_

## 2211 NON-MoDOT SPECIFIED PRODUCTS

Product Description: \_\_\_\_\_

Primary Use: \_\_\_\_\_

Secondary Use: \_\_\_\_\_

Benefits or Outstanding Features of Product: \_\_\_\_\_

Material Composition: \_\_\_\_\_

Does Product contain Hazardous Materials? Yes ☐ No ☐

If Yes, Describe: \_\_\_\_\_

Does Product contain recycled materials? Yes ☐ No ☐

If Yes, Describe: \_\_\_\_\_

Is this product replacing or is it similar to another product? Yes ☐ No ☐

(If yes, indicate what product or products: \_\_\_\_\_)

Is Product patented? Yes ☐ No ☐

(If No, but applied for indicate date applied for \_\_\_\_\_)

Does Product meet any Non-MoDOT specifications? Yes ☐ No ☐

If yes, give specification numbers. \_\_\_\_\_

AASHTO:	ASTM:	Federal Specification:	Other:
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Indicate other states where product is currently approved or being tested:

State/Agency	Contact Person	Contact information
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## V. GENERAL INFORMATION

Does Product fall under FHWA's NCHRP 350 criteria? Yes ☐ No ☐

*(Note: The National Cooperative Highway Research Program (NCHRP) 350 criteria are contained in Chapter 5 of NCHRP Report 350 and provide guidance for the evaluation of the safety performance of various highway safety features. NCHRP Report 350 may be viewed online at [http://trb.org/publications/nchrp/nchrp\\_rpt\\_350-a.pdf](http://trb.org/publications/nchrp/nchrp_rpt_350-a.pdf))*

If Yes, has your product been shown to meet NCHRP 350 criteria? Yes ☐ No ☐

If yes, attach a copy of FHWA letter.

Has Product been tested by AASHTO NTPEP? (National Transportation Product Eval. Program) Yes ☐ No ☐

If yes, indicate test deck or report number: \_\_\_\_\_

Availability: \_\_\_\_\_ Seasonal ☐ Non Seasonal ☐

Shelf Life: \_\_\_\_\_ Approximate delivery in days after receipt of order: \_\_\_\_\_

Are quantities limited? : \_\_\_\_\_ Yes ☐ No ☐

Estimated cost per unit: \_\_\_\_\_ Estimated cost per unit installed: \_\_\_\_\_

Warranty provided? (If yes, submit copy of warranty.) Yes ☐ No ☐

Is special equipment required to install Product? Yes ☐ No ☐

If yes, will special equipment be furnished by manufacturer or supplier? Yes ☐ No ☐

Will Product be provided at no charge for laboratory or field evaluation? Yes ☐ No ☐

Can a demonstration by the manufacturer or supplier be provided? Yes ☐ No ☐

Indicate any other individuals within the MoDOT organization that have been contacted about this product: \_\_\_\_\_

Along with this completed form, the following must be submitted where applicable.

**NEW PRODUCTS WILL NOT BE REVIEWED UNTIL ALL INFORMATION IS PROVIDED:**

- ☐ Product Specifications (MoDOT specifications where compliant)
- ☐ Product Literature
- ☐ Test Data (Certified test data if required by MoDOT specification)
- ☐ Warranty
- ☐ Installation instructions, preferably with pictures and drawings
- ☐ Materials Safety Data Sheet (MSDS)

Additional Information: \_\_\_\_\_

Person Furnishing Information (print name): \_\_\_\_\_

Title: \_\_\_\_\_

I certify that the above information is correct (signature): \_\_\_\_\_

Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## **MoDOT New Product Evaluation Form Submittal Instructions**

All required information and documentation shall be submitted accordingly.

Completed forms and samples for new products meeting a current MoDOT specification and to be considered for Construction and Materials' Qualified List (QL), Pre-Acceptance List (PAL), or Crashworthy End Terminal Listing (CETL) shall be submitted to:

**MoDOT**  
**Construction and Materials**  
**Attn: Jeff Joens**  
**Central Laboratory**  
**1617 Missouri Blvd.**  
**Jefferson City, MO 65102**  
**Email: [nps@modot.mo.gov](mailto:nps@modot.mo.gov)**

Completed evaluation forms for new products considered for Traffic's Approved Products List (APL) for Traffic Signals and Highway Lighting Equipment shall be submitted to:

**MoDOT**  
**Traffic**  
**Attn: Terri Finley**  
**P.O. Box 270**  
**2211 St. Mary's Blvd.**  
**Jefferson City, MO 65102**  
**Email: [apl@modot.mo.gov](mailto:apl@modot.mo.gov)**

New products, considered innovative or experimental, where no current MoDOT standard or specification currently exists shall be submitted to:

**MoDOT**  
**Organizational Results**  
**Attn: Dave Amos**  
**P.O. Box 270**  
**2211 St. Mary's Blvd.**  
**Jefferson City, MO 65102**  
**Email: [npef@modot.mo.gov](mailto:npef@modot.mo.gov)**